

Work Integrated Learning (WIL) Relationship Agreement

WIL Agreement between RMIT and Organisation (Multiple Students to Organisation – Relationship Agreement)

Information Sheet

This agreement is used when there are multiple RMIT Students attending an external host Organisation for WIL Activities. This agreement can be used even where the RMIT Students attending the Organisation derive from various disciplines, or are come from various courses or programs. RMIT and the host Organisation enter into the Relationship Agreement. Each Student is must complete a Schedule 2 template – which then forms part of the agreement between that Student, RMIT and the Organisation.

RMIT's responsibilities

- Notify the Organisation at least 14 days prior to a WIL Activity of the details of the WIL Activity.
- Ensure that the Students meet the objectives of the WIL Activity, monitor and supervise the Student's progress, and provide feedback to all the parties.
- Ensure that the Organisation provides the Student with experience, training and skills and that there are opportunities for the Student to meet the objectives of the WIL Activity, monitor and supervise the Student's progress and provide feedback to all parties.
- Where required by law, ensure that a Student has or obtains any necessary licences, approvals, police checks, working with children checks or registrations necessary for the WIL Activity.
- Ensure that Students dress in a manner consistent with the Organisation's staff and where applicable wear Student identification.
- If RMIT has knowledge of a Student's medical condition or disability that may affect the Student's performance while undertaking the WIL Activity, and the Student has given RMIT consent (in writing) to RMIT discussing the matter with the Organisation, inform the Organisation of any requirement for it to provide the Student with reasonable adjustments in the workplace.
- Notify the Organisation if a student ceases enrolment in a course or program.
- If necessary, ensure that the Organisation provides the RMIT WIL Practitioner with a physical space within the Organisation to meet with Students.
- Enquire whether the Organisation is accredited by an accrediting body.

Organisation's responsibilities

- Prior to a WIL Activity, notify RMIT of any requirement that Students obtain a licence, approval, police or working with children check or any registration.

Student responsibilities

- Ensure that he or she dresses in a manner consistent with the Organisation's staff and where applicable wear RMIT Student identification.
- At the completion of the WIL Activity, return to the Organisation all of its property and documents in the Students' possession.
- To inform RMIT if he or she has any medical condition or disability that may affect his or her work performance and require reasonable adjustments during the WIL Activity and consent to RMIT's disclosure of that information to the Organisation.

Overseas WIL

Where the WIL Activity is outside Australia, RMIT to ensure that the Student has:

- Registered with the RMIT Global Mobility office by completing the overseas program student agreement and acceptance of offer.
- Taken out and maintain adequate travel insurance and registers their travel insurance with the RMIT Global Mobility office.
- Completed the eLearning module sent to the Student's email address from International SOS.
- Uploaded the eLearning certificate to the Student's mobi application under the questionnaire section.

Insurance – Organisation

With the exception of organisations principally operating overseas and where the WIL Activity is undertaken overseas, the Organisation must take out and maintain public liability insurance.

Insurance – RMIT

1. Higher Education Programs

If the Student is undertaking a Higher Education Program, RMIT has the following insurances:

- workers' compensation, public liability, professional indemnity to cover liability for RMIT's

staff supervising the Student at the Organisation's premises; and

- personal accident, professional indemnity (including medical malpractice where applicable) and public liability insurance to cover the Student undertaking the WIL Activity.

2. Vocational Education Programs

If the Student is undertaking a Vocational Education Training ('VET') Program, RMIT has the following insurances:

- worker's compensation, public liability, professional indemnity to cover liability for RMIT's staff supervising the Student at the Organisation's premises; and
- student personal accident, professional indemnity (including medical malpractice where applicable); and
- public liability insurance to cover the Student undertaking the WIL Activity.

VET students are covered for worker's compensation by the Victorian Government's Department of Education and Training workers' compensation insurance policy if a student is injured undertaking a WIL Activity at the Organisation.

3. Paid WIL

Where a Student is remunerated for the WIL Activity, he/she must enter into a separate contract of employment with the Organisation.

The Organisation must have workers' compensation insurance to cover the Student in case of injury in the workplace.

If the Student is injured and makes a claim of compensation against the Organisation, RMIT will reimburse the Organisation for any subsequent increase in the Organisation's premium.

Intellectual Property and Publication

If a Student undertaking a WIL Activity at the Organisation creates materials or any works that contain new intellectual property, then the agreement provides that (subject to the licences granted to the Student and RMIT), the Intellectual Property will vest in and be owned by the Organisation.

Intellectual Property (IP) means patents, copyright, rights in circuit layouts, registered designs, trademarks and the right to have information kept confidential, and all other rights resulting from intellectual activity in industrial, scientific, literary or artistic fields.

In circumstances where IP arises, the Organisation grants to the particular Student a licence to publish, reproduce, copy, adapt and communicate the material or the work created by the Student for the sole purpose of inclusion in his or her:

- Thesis
- Assignments
- Projects
- Portfolios and curriculum vitae

In such circumstances, the Organisation grants to RMIT a licence to publish, reproduce, copy, adapt and communicate the material or work contained the IP for the purpose of internal teaching and research purposes.

Confidentiality and Privacy

Students and RMIT staff should keep confidential any information which is regarded by the Organisation as confidential and is not generally available to the public.

The agreement states that the Organisation acknowledges and accepts that RMIT cannot disclose to the Organisation a Student's personal or health information unless the Student gives RMIT consent.

Signing of WIL Agreement

- RMIT and the Organisation must sign the WIL Relationship Agreement. For such purposes retain and provide the agreement in full (which includes the sample Student Declaration contained in Schedule 2) to the Organisation so that it is familiar with the terms and conditions that a Student agrees to when undertaking WIL at the Organisation.
- Where indicated in the signature clause of the WIL Agreement, each party is to insert:
 - Name & title of signatory
 - Date of signing
 - Signature.
- Each party has the option to sign the WIL Agreement either electronically OR handwritten.
- Under the WIL Relationship Agreement, each Student undertaking WIL at the Organisation must complete and sign a Student Declaration. The sample Student Declaration is as set out in Schedule 2 to the WIL Relationship Agreement. Note: Download the separate 'Schedule 2 only' document from the WIL Template Agreements page which allows for completion where indicated and signing by the Student.
- The WIL Agreement will be legally binding irrespective of the method by which a party signs the WIL Agreement.
- It is essential that the signatory is authorised to sign WIL agreements electronically.
- It is also essential that the identity of the signatory is verifiable.
- **NOTE:** The identity of the signatory is verified when that person emails the attached WIL Agreement. That is, the signatory must email the WIL Agreement to demonstrate the nexus.